

STATE OF INDIANA )  
 ) SS:  
COUNTY OF KOSCIUSKO )

IN THE KOSCIUSKO CIRCUIT COURT

CAUSE NO. 43C01-0312-RL-932

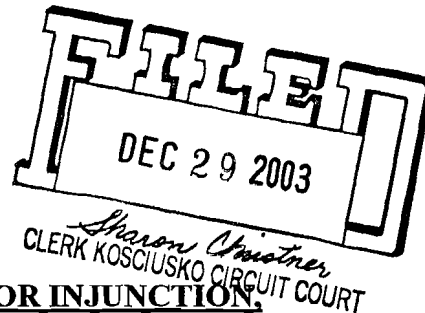
STATE OF INDIANA, )

Plaintiff, )

v. )

NIKKI L. BRINDLE )

Defendant. )



**VERIFIED COMPLAINT FOR INJUNCTION,  
RESTITUTION, COSTS, AND CIVIL PENALTIES**

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, petitions the Court pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1 *et seq.*, for injunctive relief, consumer restitution, civil penalties, costs, and other relief.

**PARTIES**

1. The Plaintiff, State of Indiana is authorized to bring this action and to seek injunctive and other statutory relief pursuant to Ind. Code § 24-5-0.5-4(c).

2. The Defendant, Nikki Brindle, is an individual engaged in the sale of items via the Internet, with a principle place of business located at 2603 East Pine Drive, Warsaw, Indiana, 46582.

**FACTS**

3. At least since August 24, 1999, the Defendant has offered items for sale via the Internet.

**Allegations regarding Rob Bartholomew.**

4. On or about February 20, 2003, the Defendant entered into a contract via the Internet with Rob Bartholomew ("Bartholomew") of Toronto, Canada, wherein the Defendant represented that she would sell a 15" 1Ghz Apple Powerbook G4 laptop computer to Bartholomew for Two Thousand Sixty-Five Dollars (\$2,065.00), which Bartholomew paid.

5. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the computer to Bartholomew within a reasonable period of time.

6. The Defendant has yet to either provide a refund, or ship the computer to Bartholomew.

**Allegations regarding David Wise.**

7. On or about April 30, 2003, the Defendant entered into a contract via the Internet with David Wise ("Wise") of Colorado Springs, Colorado, wherein the Defendant represented that she would sell a 17" 1Ghz Apple Powerbook G4 laptop computer to Wise for Two Thousand Seven Hundred and Ninety Dollars (\$2,790.00), which Wise paid.

8. The Defendant represented at the time of sale that she would ship the computer to Wise within four to six weeks.

9. On or about June 5, 2003, the Defendant E-mailed Wise and stated Wise would receive the computer "around 7.5 weeks" from the date the auction ended.

10. On or about September 30, 2003, the Defendant E-mailed Wise and stated, "I will cancel your order, and process your refund." The Defendant is presumed to have represented that she would provide a refund to Wise within a reasonable period of time.

11. The Defendant has yet to either provide a refund, or ship the computer to Wise.

**Allegations regarding Howard Johnson.**

12. On or about May 4, 2003, the Defendant entered into a contract via the Internet with Howard Johnson ("Johnson") of Burbank, California, wherein the Defendant represented that she would sell a 17" 1Ghz Apple Powerbook G4 laptop computer to Johnson for Two Thousand Eight Hundred and Forty Dollars (\$2,840.00), which Johnson paid.

13. The Defendant represented at the time of sale that she would ship the computer to Johnson within six to eight weeks.

14. On or about August 25, 2003, the Defendant E-mailed Johnson and stated that a refund would be forthcoming.

15. The Defendant has yet to either provide a refund, or ship the computer to Duchac.

**Allegations regarding Chris Schultz.**

16. On or about May 6, 2003, the Defendant entered into a contract via the Internet with Chris Schultz ("Schultz") of Santa Clara, California, wherein the Defendant represented that she would sell a Canon x11s video camera to Schultz for Two Thousand Five Hundred and Ninety Dollars (\$2,590.00), which Schultz paid.

17. The Defendant represented at the time of sale that she would ship the camera to Schultz within four to six weeks.

18. On or about June 24, 2003, the Defendant E-mailed Schultz and stated that the shipping of Schultz's camera would take, "Only a few more days if that. You will have it by next week."

19. On or about September 6, 2003, Schultz cancelled the order and requested a refund. The Defendant E-mailed a response to Schultz and stated she would, "cancel and process [Schultz]'s refund."

20. On or about October 9, 2003, the Defendant E-mailed Schultz and stated she would, "process [Schultz]'s refund as soon as possible."

21. The Defendant has yet to either provide a refund, or ship the computer to Verrill.

**Allegations regarding John Duchac.**

22. On or about May 11, 2003, the Defendant entered into a contract via the Internet with John Duchac ("Duchac") of Milwaukee, Wisconsin, wherein the Defendant represented that she would sell a 17" 1Ghz Apple Powerbook G4 laptop computer to Wise for Two Thousand Seven Hundred and Ninety Dollars (\$2,790.00), which Duchac paid.

23. The Defendant represented at the time of sale that she would ship the computer to Duchac within four to six weeks.

24. On or about August 25, 2003, the Defendant E-mailed Duchac and stated, "your refund would be released within a week."

25. On or about September 16, 2003, the Defendant E-mailed Duchac and stated, "Your order has been cancelled, and your refund processed. You will receive it soon."

26. The Defendant has yet to either provide a refund, or ship the computer to Duchac.

**Allegations regarding William Garcia.**

27. On or about May 14, 2003, the Defendant entered into a contract via the Internet with William Garcia ("Garcia") of Daly City, California, wherein the Defendant represented that she would sell a Panasonic AG-DVX100 MiniDV Camcorder Kit to Garcia for Two Thousand Eight Hundred and Forty Dollars (\$2,840.00), which Garcia paid.

28. The Defendant represented at the time of sale that she would ship the camcorder to Garcia within four to six weeks.

29. On or about June 2, 2003, the Defendant reiterated that Garcia would receive the camcorder within four to six weeks of the auction end date.

30. On or about June 5, 2003, the Defendant E-mailed Garcia and stated Garcia would receive the computer "around 7.5 weeks" from the auction end date.

31. On or about July 12, 2003, the Defendant E-mailed Garcia and stated, "I look for it to ship no later than Friday [July 18, 2003]."

32. On or about July 24, the Defendant E-mailed Garcia and stated, "I would think that by August 10<sup>th</sup> should be more than enough time [for receipt of the camera]."

33. On or about August 25, 2003, Garcia cancelled the order and requested a refund. The Defendant E-mailed a response to Garcia and stated, "your refund would be released within a week."

34. On or about September 8, 2003, the Defendant E-mailed Garcia and stated, "Your order was cancelled, and your refund processed. You will receive it soon."

35. The Defendant has yet to either provide a refund, or ship the computer to Garcia.

**Allegations regarding Lori Rodrigues.**

36. On or about May 14, 2003, the Defendant entered into a contract via the Internet with Lori Rodrigues ("Rodrigues") of Santa Clara, California, wherein the Defendant represented that she would sell a Canon XL1S Camera to Rodrigues for Two Thousand Five Hundred and Forty Dollars (\$2,540.00), which Rodrigues paid.

37. The Defendant represented at the time of sale that she would ship the camera to Rodrigues within a four to six weeks.

38. The Defendant has yet to either provide a refund, or ship the computer to Rodrigues.

**Allegations regarding Todd Shreiner.**

39. On or about May 14, 2003, the Defendant entered into a contract via the Internet with Todd Shreiner ("Shreiner") of Santa Monica, California, wherein the Defendant represented that she would sell a 15" 1Ghz Apple Powerbook G4 laptop computer to Shreiner for Two Thousand One Hundred and Sixty-Five Dollars (\$2,165.00), which Shreiner paid.

40. The Defendant represented at the time of sale that she would ship the computer to Shreiner within four to six weeks.

41. On or about June 5, 2003, the Defendant E-mailed Shreiner and stated Shreiner would receive the computer "around 7.5 weeks" from the auction end date.

42. On or about July 10, 2003, the Defendant E-mailed Shreiner and stated, "I would estimate that it [the computer] would ship by next Wednesday (around 5 business days)."

43. On or about September 19, 2003, Shreiner cancelled the order and requested a refund. The Defendant E-mailed a response to Shreiner and stated she, "would process your refund as quickly as possible."

44. The Defendant has yet to either provide a refund, or ship the computer to Shreiner.

**Allegations regarding Chris Hamilton.**

45. On or about May 15, 2003, the Defendant entered into a contract via the Internet with Chris Hamilton ("Hamilton") of Indianapolis, Indiana, wherein the Defendant represented that she would sell a Sony DCR-VX2000 Digital Handycam camcorder to Hamilton for One Thousand Eight Hundred and Sixty-Five Dollars (\$1,865.00), which Hamilton paid.

46. The Defendant represented at the time of sale that she would ship the computer to Shreiner within four to six weeks.

47. On or about June 24, 2003, the Defendant E-mailed Hamilton and stated Hamilton would receive the computer "around 7.5 weeks" from the auction end date.

48. On or about August 22, 2003, Hamilton cancelled the order and requested a refund. The Defendant E-mailed a response to Hamilton and stated, "your refund will be released within a week."

49. On or about September 8, 2003, Hamilton cancelled the order and requested a refund. The Defendant E-mailed a response to Hamilton and again stated, "your refund will be released within a week."

50. The Defendant has yet to either provide a refund, or ship the computer to Shreiner.

**Allegations regarding Viktor Kirilyuk.**

51. On or about May 17, 2003, the Defendant entered into a contract via the Internet with Viktor Kirilyuk ("Kirilyuk") of Harrisonburg, Virginia, wherein the Defendant represented that she would sell a Sony DCR-VX2000 Digital Handycam camcorder to Kirilyuk for One Thousand Eight Hundred and Ninety-One Dollars (\$1,891.00), which Kirilyuk paid.

52. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the camcorder to Kirilyuk within a reasonable period of time.

53. The Defendant has yet to either provide a refund, or ship the camcorder to Kirilyuk.

**Allegations regarding Greg Sullivan.**

54. On or about May 17, 2003, the Defendant entered into a contract via the Internet with Greg Sullivan ("Sullivan") of Seattle, Washington, wherein the Defendant represented that

she would sell a 15" 1Ghz Apple Powerbook G4 laptop computer to Sullivan for Two Thousand and Forty Dollars (\$2,040.00), which Sullivan paid.

55. The Defendant represented at the time of sale that she would ship the computer to Sullivan within four to six weeks.

56. On or about June 18, 2003, the Defendant E-mailed Sullivan and stated, "I do not foresee your shipment going past the 6 weeks stated in the auction."

57. On or about September 2, 2003, Sullivan cancelled the order and requested a refund. The Defendant E-mailed a response to Sullivan and stated, "your refund will be released within a week."

58. The Defendant has yet to either provide a refund, or ship the computer to Sullivan.

**Allegations regarding Gail Russell.**

59. On or about May 21, 2003, the Defendant entered into a contract via the Internet with Gail Russell ("Russell") of Mechanicsville, Virginia, wherein the Defendant represented that she would sell a Sony PCG-GRV70 VAIO Computer to Russell for One Thousand Six Hundred and Forty Dollars (\$1,640.00), which Russell paid.

60. The Defendant represented at the time of sale that she would ship the computer to Russell within four weeks.

61. The Defendant has yet to either provide a refund, or ship the computer to Russell.

**Allegations regarding Michael Fairbanks.**

62. On or about May 21, 2003, the Defendant entered into a contract via the Internet with Michael Fairbanks ("Fairbanks") of Farmington, New Mexico, wherein the Defendant



represented that she would sell a Canon XL1S Video Camera to Fairbanks for Two Thousand Five Hundred and Forty Dollars (\$2,540.00), which Fairbanks paid.

63. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the camera to Fairbanks within a reasonable period of time.

64. The Defendant has yet to either provide a refund, or ship the camera to Fairbanks.

**Allegations regarding Adam Cowell.**

65. On or about May 21, 2003, the Defendant entered into a contract via the Internet with Adam Cowell ("Cowell") of Ceres, California, wherein the Defendant represented that she would sell a Sony DCR-VX2000 digital camcorder to Cowell for One Thousand Nine Hundred and Fifteen Dollars (\$1,915.00), which Cowell paid.

66. The Defendant represented at the time of sale that she would ship the camcorder to Cowell within four weeks.

67. The Defendant has yet to either provide a refund, or ship the camcorder to Cowell.

**Allegations regarding Russell Hofer.**

68. On or about May 21, 2003, the Defendant entered into a contract via the Internet with Russell Hofer ("Hofer") of Independence, Missouri, wherein the Defendant represented that she would sell a Sony DCR-VX2000 camcorder to Hofer for One Thousand Eight Hundred and Sixty-Five Dollars (\$1,865.00), which Hofer paid.

69. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the camcorder to Hofer within a reasonable period of time.

70. The Defendant has yet to either provide a refund, or ship the camcorder to Hofer.

**Allegations regarding Gregory Parker.**

71. On or about May 21, 2003, the Defendant entered into a contract via the Internet with Gregory Parker (“Parker”) of Snellville, Georgia, wherein the Defendant represented that she would sell a Toshiba Satellite Notebook computer to Parker for One Thousand Six Hundred and Forty Dollars (\$1,640.00), which Parker paid.

72. On or about June 10, 2003, the Defendant E-mailed Parker and stated, “you will receive [the computer] 4-6 weeks from the auction end date.”

73. On or about July 3, 2003, the Defendant E-mailed Parker and stated, “To be safe, my estimate [for shipment] is about another week and a half.”

74. The Defendant has yet to either provide a refund, or ship the computer to Parker.

**Allegations regarding Michael Hsu.**

75. On or about May 24, 2003, the Defendant entered into a contract via the Internet with Michael Hsu (“Hsu”) of Los Angeles, California, wherein the Defendant represented that she would sell Sony VAIO PCG-Z1A Centrino notebook computer to Hsu for One Thousand Eight Hundred and Forty Dollars (\$1,840.00), which Hsu paid.

76. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the computer to Hsu within a reasonable period of time.

77. The Defendant has yet to either provide a refund, or ship the computer to Hsu.

**Allegations regarding Ross Morganstein.**

78. On or about May 25, 2003, the Defendant entered into a contract via the Internet with Ross Morganstein (“Morganstein”) of New York, New York, wherein the Defendant

represented that she would sell a 17" 1Ghz Apple Powerbook G4 laptop computer to Morganstein for Two Thousand Seven Hundred and Ninety Dollars (\$2,790.00), which Morganstein paid.

79. The Defendant represented at the time of sale that she would ship the computer to Morganstein within four to six weeks.

80. On or about August 13, 2003, Morganstein cancelled the order and requested a refund. The Defendant E-mailed a response to Morganstein and stated she would provide a refund.

81. On or about September 19, 2003, the Defendant E-mailed Morganstein and stated that a refund would be sent, "Within a few business days. I have already initiated a transfer of funds into paypal."

82. On or about August 13, 2003, Morganstein cancelled the order and requested a refund. The Defendant E-mailed a response to Morganstein and stated she would provide a refund.

83. The Defendant has yet to either provide a refund, or ship the computer to Morganstein.

**Allegations regarding Carlo Pablo.**

84. On or about May 25, 2003, the Defendant entered into a contract via the Internet with Carlo Pablo ("Pablo") of Los Angeles, California, wherein the Defendant represented that she would sell an Apple Powerbook G4 laptop computer to Pablo for Two Thousand and Forty Dollars (\$2,040.00), which Pablo paid.

85. The Defendant represented at the time of sale that she would ship the computer to Pablo within four to six weeks.

86. The Defendant has yet to either provide a refund, or ship the computer to Pablo.

**Allegations regarding James Carraway.**

87. On or about May 28, 2003, the Defendant entered into a contract via the Internet with James Carraway ("Carraway") of Miami, Florida, wherein the Defendant represented that she would sell a Canon XL1s camcorder to Carraway for Two Thousand Five Hundred and Ninety-One Dollars (\$2,591.00), which Carraway paid.

88. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the camcorder to Carraway within a reasonable period of time.

89. The Defendant has yet to either provide a refund, or ship the camcorder to Carraway.

**Allegations regarding Richard Verrill.**

90. On or about May 28, 2003, the Defendant entered into a contract via the Internet with Richard Verrill ("Verrill") of Fredricksburg, Virginia, wherein the Defendant represented that she would sell an Apple Powerbook G4 laptop computer to Verrill for Two Thousand and Sixty-Five Dollars (\$2,065.00), which Verrill paid.

91. The Defendant represented at the time of sale that she would ship the computer to Verrill within four to six weeks.

92. The Defendant has yet to either provide a refund, or ship the computer to Verrill.

**Allegations regarding Tatsiana Burankova.**

93. On or about June 1, 2003, the Defendant entered into a contract via the Internet with Tatsiana Burankova ("Burankova" of Cupertino, California, wherein the Defendant

represented that she would sell a Canon XL1S 3 CCD Camcorder Kit to Burankova for Two Thousand Five Hundred and Forty Dollars (\$2,540.00), which Burankova paid.

94. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the camcorder to Burankova within a reasonable period of time.

95. The Defendant has yet to either provide a refund, or ship the camcorder to Burankova.

**Allegations regarding Brandon Norris.**

96. On or about June 1, 2003, the Defendant entered into a contract via the Internet with Brandon Norris ("Norris") of San Francisco, California, wherein the Defendant represented that she would sell an Apple Powerbook G4 laptop computer to Norris for Two Thousand Two Hundred and Forty Dollars (\$2,240.00), which Norris paid.

97. The Defendant represented at the time of sale that she would ship the computer to Norris within four to six weeks.

98. The Defendant has yet to either provide a refund, or ship the computer to Norris.

**Allegations regarding Werner Grebe.**

99. On or about June 1, 2003, the Defendant entered into a contract via the Internet with Werner Grebe ("Grebe") of Honolulu, Hawaii, wherein the Defendant represented that she would sell an Apple Powerbook G4 1Ghz 60 GB laptop computer to Grebe for Two Thousand Two Hundred and Seventy Dollars (\$2,270.00), which Grebe paid.

100. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the computer to Grebe within a reasonable period of time.

101. The Defendant has yet to either provide a refund, or ship the computer to Grebe.

**Allegations regarding Fazela Ahmed.**

102. On or about June 8, 2003, the Defendant entered into a contract via the Internet with Fazela Ahmed ("Ahmed") of Catonsville, Maryland, wherein the Defendant represented that she would sell a Sony GRV-680 laptop computer to Ahmed for One Thousand Seven Hundred and Forty Dollars (\$1,740.00), which Ahmed paid.

103. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the computer to Ahmed within a reasonable period of time.

104. The Defendant has yet to either provide a refund, or ship the computer to Ahmed.

**Allegations regarding Karen Emmerich.**

105. On or about June 8, 2003, the Defendant entered into a contract via the Internet with Karen Emmerich ("Emmerich") of Arvada, Colorado, wherein the Defendant represented that she would sell an Apple laptop computer to Emmerich for Two Thousand Four Hundred and Forty-Two Dollars (\$2,442.00), which Emmerich paid.

106. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the computer to Emmerich within a reasonable period of time.

107. The Defendant has yet to either provide a refund, or ship the computer to Emmerich.

**Allegations regarding Ronald Zolnai.**

108. On or about June 11, 2003, the Defendant entered into a contract via the Internet with Ronald Zolnai ("Zolnai") of Toledo, Ohio, wherein the Defendant represented that she

would sell a Sony VAIO laptop computer to Zolnai for One Thousand Eight Hundred and Sixty-Five Dollars (\$1,865.00), which Zolnai paid.

109. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the computer to Zolnai within a reasonable period of time.

110. The Defendant has yet to either provide a refund, or ship the computer to Zolnai.

**Allegations regarding Weiran Chen.**

111. On or about June 11, 2003, the Defendant entered into a contract via the Internet with Weiran Chen (“Chen”) of Columbia, Maryland, wherein the Defendant represented that she would sell a Sony DCR-VX2000 Digital Handycam Camcorder to Chen for One Thousand Six Hundred and Eight-Five Dollars (\$1,685.00), which Chen paid.

112. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the camera to Chen within a reasonable period of time.

113. The Defendant has yet to either provide a refund, or ship the camera to Chen.

**Allegations regarding Annette Burden.**

114. On or about June 15, 2003, the Defendant entered into a contract via the Internet with Annette Burden (“Burden”) of Niles, Ohio, wherein the Defendant represented that she would sell a Sony PCG-GRV680 Notebook computer to Burden for One Thousand Seven Hundred and Forty Dollars (\$1,740.00), which Burden paid.

115. On or about July 17, 2003, the Defendant E-mailed Burden and stated, “the receive time is 4-6 weeks.”

116. On or about September 10, 2003, Burden E-mailed the Defendant to cancel the order and request a refund. The Defendant replied and stated, “your refund will be released within a week – around 7 business days.”

117. The Defendant has yet to either provide a refund, or ship the computer to Burden.

**Allegations regarding Vadim Dostman.**

118. On or about June 15, 2003, the Defendant entered into a contract via the Internet with Vadim Dostman (“Dostman”) of Old Lyme, Connecticut, wherein the Defendant represented that she would sell an Apple Powerbook G4 1Ghz 60 GB laptop computer to Dostman for Two Thousand and Ninety Dollars (\$2,090.00), which Dostman paid.

119. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the computer to Dostman within a reasonable period of time.

120. The Defendant has yet to either provide a refund, or ship the computer to Dostman.

**Allegations regarding Kenneth Loechner.**

121. On or about June 18, 2003, the Defendant entered into a contract via the Internet with Kenneth Loechner (“Loechner”) of Fort Wayne, Indiana, wherein the Defendant represented that she would sell a Canon XL1s video camera to Loechner for Two Thousand Six Hundred and Ninety Dollars (\$2,690.00), which Loechner paid.

122. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the camera to Loechner within a reasonable period of time.

123. The Defendant has yet to either provide a refund, or ship the camera to Loechner.



**Allegations regarding Matt Schubkegel.**

124. On or about June 22, 2003, the Defendant entered into a contract via the Internet with Matt Schubkegel ("Schubkegel") of Houghton, Michigan, wherein the Defendant represented that she would sell a Toshiba 1955-S803 laptop computer to Schubkegel for One Thousand Four Hundred and Ninety Dollars and One Cent (\$1,490.01), which Schubkegel paid.

125. The Defendant represented at the time of sale that she would ship the computer to Schubkegel within four to six weeks.

126. On or about August 30, 2003, Schubkegel E-mailed the Defendant to cancel the order and request a refund. The Defendant replied and stated, "I will cancel your order with my supplier, and your refund will be released within a week."

127. On or about September 16, 2003, the Defendant E-mailed Schubkegel and stated, "Your order has been cancelled, and your refund is processing."

128. The Defendant has yet to either provide a refund, or ship the computer to Schubkegel.

**Allegations regarding Charles DeMayo.**

129. On or about June 22, 2003, the Defendant entered into a contract via the Internet with Charles DeMayo ("DeMayo") of Syracuse, New York, wherein the Defendant represented that she would sell a Toshiba 1955-S803 Satellite Notebook computer to DeMayo for One Thousand Five Hundred and Fifteen Dollars (\$1,515.00), which DeMayo paid.

130. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the computer to DeMayo within a reasonable period of time.

131. The Defendant has yet to either provide a refund, or ship the computer to DeMayo.

**Allegations regarding Karen Sternal.**

132. On or about June 22, 2003, the Defendant entered into a contract via the Internet with Karen Sternal ("Sternal") of Seattle, Washington, wherein the Defendant represented that she would sell a Sony laptop computer to Sternal for One Thousand Eight Hundred and Forty Dollars (\$1,840.00), which Sternal paid.

133. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the computer to Sternal within a reasonable period of time.

134. The Defendant has yet to either provide a refund, or ship the computer to Sternal.

**Allegations regarding Stephen Yi.**

135. On or about June 22, 2003, the Defendant entered into a contract via the Internet with Stephen Yi ("Yi") of Walnut Creek, California, wherein the Defendant represented that she would sell a Canon G12 video camera to Yi for One Thousand Eight Hundred and Forty Dollars (\$1,840.00), which Yi paid.

136. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the camera to Yi within a reasonable period of time.

137. On or about September 20, 2003, Yi E-mailed the Defendant to cancel the order and request a refund. The Defendant replied and stated, "it will be credited within the next 7 business days."

138. The Defendant has yet to either provide a refund, or ship the camera to Yi.

**Allegations regarding Nevin Bowman.**

139. On or about June 23, 2003, the Defendant entered into a contract via the Internet with Nevin Bowman ("Bowman") of New Holland, Pennsylvania, wherein the Defendant represented that she would sell a Sony VAIO Notebook computer to Bowman for One Thousand Seven Hundred Dollars (\$1,700.00), which Bowman paid.

140. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the computer to Bowman within a reasonable period of time.

141. The Defendant has yet to either provide a refund, or ship the computer to Bowman.

**Allegations regarding Karina Young.**

142. On or about June 25, 2003, the Defendant entered into a contract via the Internet with Karina Young ("Young") of Jacksonville, Florida, wherein the Defendant represented that she would sell a total of five (5) Toshiba laptop computers to Young for Seven Thousand Three Hundred and Seventy-Nine Dollars (\$7,379.00), which Young paid.

143. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the computers to Young within a reasonable period of time.

144. The Defendant has yet to either provide a refund, or ship the computers to Young.

**Allegations regarding Bill Siegmund.**

145. On or about June 25, 2003, the Defendant entered into a contract via the Internet with Bill Siegmund ("Siegmund") of New York, New York, wherein the Defendant represented

that she would sell an Apple Powerbook G4 17" laptop computer to Siegmund for Two Thousand One Hundred and Fifteen Dollars (\$2,115.00), which Siegmund paid.

146. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the computer to Siegmund within a reasonable period of time.

147. The Defendant has yet to either provide a refund, or ship the computer to Siegmund.

**Allegations regarding Michael Keefe.**

148. On or about June 25, 2003, the Defendant entered into a contract via the Internet with Michael Keefe ("Keefe") of Mount Prospect, Illinois, wherein the Defendant represented that she would sell a Canon XL1s camcorder to Keefe for Two Thousand Five Hundred and Forty Dollars (\$2,540.00), which Keefe paid.

149. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the camcorder to Keefe within a reasonable period of time.

150. The Defendant has yet to either provide a refund, or ship the camcorder to Keefe.

**Allegations regarding Victor Boykin.**

151. On or about June 29, 2003, the Defendant entered into a contract via the Internet with Victor Boykin ("Boykin") of Long Beach, California, wherein the Defendant represented that she would sell a Canon XL1 camcorder to Boykin for Two Thousand Six Hundred and Forty Dollars (\$2,640.00), which Boykin paid.

152. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the camcorder to Boykin within a reasonable period of time.

153. The Defendant has yet to either provide a refund, or ship the camcorder to Boykin.

**Allegations regarding Joseph Fields.**

154. On or about June 29, 2003, the Defendant entered into a contract via the Internet with Joseph Fields ("Fields") of West Palm Beach, Florida, wherein the Defendant represented that she would sell a Toshiba 1955-S803 Satellite Notebook computer to Fields for One Thousand Four Hundred and Forty Dollars (\$1,440.00), which Fields paid.

155. The Defendant represented at the time of sale that she would ship the computer to Fields within four to six weeks.

156. The Defendant has yet to either provide a refund, or ship the computer to Fields.

**Allegations regarding Michael Lobby.**

157. On or about June 29, 2003, the Defendant entered into a contract via the Internet with Michael Lobby ("Lobby") of Scappoose, Oregon, wherein the Defendant represented that she would sell a Canon XL1S Camcorder to Lobby for Two Thousand Five Hundred and Ninety Dollars (\$2,590.00), which Lobby paid.

158. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the camcorder to Lobby within a reasonable period of time.

159. The Defendant has yet to either provide a refund, or ship the camcorder to Lobby.

**Allegations regarding Mark Shina.**

160. On or about July 2, 2003, the Defendant entered into a contract via the Internet with Mark Shina ("Shina") of Oak Ridge, North Carolina, wherein the Defendant represented that she would sell a Sony VAIO laptop computer to Shina for One Thousand Eight Hundred and Eighty Dollars (\$1,880.00), which Shina paid.

161. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the computer to Shina within a reasonable period of time.

162. The Defendant has yet to either provide a refund, or ship the computer to Shina.

**Allegations regarding Joseph Schubkegel.**

163. On or about July 3, 2003, the Defendant entered into a contract via the Internet with Joseph Schubkegel ("Schubkegel") of Mount Prospect, Illinois, wherein the Defendant represented that she would sell a Toshiba 1955-S803 laptop computer to Schubkegel for One Thousand Four Hundred and Forty Dollars (\$1,440.00), which Schubkegel paid.

164. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the computer to Schubkegel within a reasonable period of time.

165. The Defendant has yet to either provide a refund, or ship the camera to Schubkegel.

**Allegations regarding Rick Henshaw.**

166. On or about July 13, 2003, the Defendant entered into a contract via the Internet with Rick Henshaw ("Henshaw") of Rogers, Arkansas, wherein the Defendant represented that

she would sell a Canon XL1s Camcorder to Henshaw for Two Thousand Six Hundred and Ninety-One Dollars (\$2,691.00), which Henshaw paid.

167. The Defendant represented at the time of sale that she would ship the camera to Henshaw within four to six weeks.

168. The Defendant has yet to either provide a refund, or ship the camera to Henshaw.

**Allegations regarding Dale Christie.**

169. On or about July 18, 2003, the Defendant entered into a contract via the Internet with Dale Christie ("Christie") of Carmel, Indiana, wherein the Defendant represented that she would sell a Canon XL1S Camcorder to Christie for Two Thousand Six Hundred and Ninety Dollars (\$2,690.00), which Christie paid.

170. The Defendant represented at the time of sale that she would ship the camcorder to Christie within four to six weeks.

171. The Defendant has yet to either provide a refund, or ship the camera to Christie.

**Allegations regarding Richard Massucci.**

172. On or about July 21, 2003, the Defendant entered into a contract via the Internet with Richard Massucci ("Massucci") of New Hartford, New York, wherein the Defendant represented that she would sell a Panasonic AG-DVX100 Mini DV camcorder to Massucci for Two Thousand Eight Hundred and Forty Dollars (\$2,840.00), which Massucci paid.

173. The Defendant is presumed to have represented at the time of sale that she would ship the camcorder to Massucci within a reasonable period of time.

174. The Defendant has yet to either provide a refund, or ship the camcorder to Massucci.

**Allegations regarding William Howard.**

175. On or about July 30, 2003, the Defendant entered into a contract via the Internet with William Howard ("Howard") of Easton, Maryland, wherein the Defendant represented that she would sell a Sony DCR-VX 2000 Camcorder to Howard for One Thousand Eight Hundred and Sixty-Five Dollars (\$1,865.00), which Howard paid.

176. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the camcorder to Howard within a reasonable period of time.

177. The Defendant has yet to either provide a refund, or ship the camcorder to Howard.

**Allegations regarding Mark Rodriguez.**

178. On or about July 30, 2003, the Defendant entered into a contract via the Internet with Mark Rodriguez ("Rodriguez") of Sylvania, Ohio, wherein the Defendant represented that she would sell a Canon camera to Rodriguez for Two Thousand Five Hundred and Ninety-One Dollars (\$2,591.00), which Rodriguez paid.

179. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the camera to Rodriguez within a reasonable period of time.

180. The Defendant has yet to either provide a refund, or ship the camera to Rodriguez.

**Allegations regarding Rafael Morales.**

181. On or about July 31, 2003, the Defendant entered into a contract via the Internet with Rafael Morales ("Morales") of Spring Valley, California, wherein the Defendant



represented that she would sell a Canon XL1S Camcorder to Morales for Two Thousand Seven Hundred and Forty-One Dollars (\$2,741.00), which Morales paid.

182. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the camcorder to Morales within a reasonable period of time.

183. The Defendant has yet to either provide a refund, or ship the camcorder to Morales.

**Allegations regarding Christopher Franz.**

184. On or about August 10, 2003, the Defendant entered into a contract via the Internet with Christopher Franz ("Franz") of Redondo Beach, California, wherein the Defendant represented that she would sell a Sony DCR-TRV80 Camcorder to Franz for One Thousand and One Dollars and One Cent (\$1,001.01), which Franz paid.

185. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the camcorder to Franz within a reasonable period of time.

186. The Defendant has yet to either provide a refund, or ship the camcorder to Franz.

**Allegations regarding Craig Dobrin.**

187. On or about August 11, 2003, the Defendant entered into a contract via the Internet with Craig Dobrin ("Dobrin") of Atlanta, Georgia, wherein the Defendant represented that she would sell a Sony VAIO laptop computer to Dobrin for One Thousand Eight Hundred and Ninety Dollars (\$1,890.00), which Dobrin paid.

188. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the computer to Dobrin within a reasonable period of time.

189. On or about September 10, 2003, Dobrin E-mailed the Defendant to cancel the order and request a refund. The Defendant replied and stated, "It is a quick process, your refund will be released within a week – around 7 business days."

190. The Defendant has yet to either provide a refund, or ship the computer to Dobrin.

**Allegations regarding Jason Ling.**

191. On or about August 11, 2003, the Defendant entered into a contract via the Internet with Jason Ling ("Ling") of Saint Petersburg, Florida, wherein the Defendant represented that she would sell a Toshiba 5205-S705 Satellite notebook computer to Ling for One Thousand Nine Hundred and Sixty-Five Dollars (\$1,965.00), which Ling paid.

192. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the computer to Ling within a reasonable period of time.

193. The Defendant has yet to either provide a refund, or ship the computer to Ling.

**Allegations regarding James Caldwell.**

194. On or about August 11, 2003, the Defendant entered into a contract via the Internet with James Caldwell ("Caldwell") of Palm Harbor, Florida, wherein the Defendant represented that she would sell a Canon XL1S Camcorder to Caldwell for Two Thousand Six Hundred and Forty Dollars (\$2,640.00), which Caldwell paid.

195. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the camcorder to Caldwell within a reasonable period of time.

196. The Defendant has yet to either provide a refund, or ship the camcorder to Caldwell.

**Allegations regarding Jordan Weber.**

197. On or about August 12, 2003, the Defendant entered into a contract via the Internet with Jordan Weber ("Weber") of Federal Way, Washington, wherein the Defendant represented that she would sell a Canon XL1 camcorder to Weber for Two Thousand Nine Hundred and Ninety Dollars (\$2,990.00), which Weber paid.

198. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the camcorder to Weber within a reasonable period of time.

199. The Defendant has yet to either provide a refund, or ship the camcorder to Weber.

**Allegations regarding Daniel Hohler.**

200. On or about August 14, 2003, the Defendant entered into a contract via the Internet with Daniel Hohler ("Hohler") of Los Angeles, California, wherein the Defendant represented that she would sell a Sony VAIO laptop computer to Hohler for One Thousand Three Hundred and Forty Dollars (\$1,340.00), which Hohler paid.

201. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the computer to Hohler within a reasonable period of time.

202. The Defendant has yet to either provide a refund, or ship the computer to Hohler.

**Allegations regarding Brian Smith.**

203. On or about August 14, 2003, the Defendant entered into a contract via the Internet with Brian Smith ("Smith") of Highlands Ranch, Colorado, wherein the Defendant represented that she would sell a Sony DCR-TRV950 camcorder to Smith for One Thousand One Hundred and Ninety Dollars (\$1,190.00), which Smith paid.

204. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the camcorder to Smith within a reasonable period of time.

205. The Defendant has yet to either provide a refund, or ship the camcorder to Smith.

**Allegations regarding Duane Byrd.**

206. On or about August 14, 2003, the Defendant entered into a contract via the Internet with Duane Bird ("Byrd") of Santa Cruz, California, wherein the Defendant represented that she would sell a Toshiba 5205-S705 Satellite notebook computer to Byrd for One Thousand Nine Hundred and Forty Dollars (\$1,940.00), which Byrd paid.

207. On or about September 4, 2003, the Defendant E-mailed Mr. Byrd in response to his inquiry regarding the arrival time of the computer and stated, "As stated in the auction, you will receive 4-6 weeks from the auction end date."

208. On or about October 3, 2003, Byrd cancelled the order and requested a refund. The Defendant E-mailed a response to Byrd and stated, "I will cancel your order, and process your refund."

209. The Defendant has yet to either provide a refund, or ship the computer to Byrd.

**Allegations regarding Lori Gronvold.**

210. On or about August 16, 2003, the Defendant entered into a contract via the Internet with Lori Gronvold ("Gronvold") of Willow City, North Dakota, wherein the Defendant represented that she would sell two (2) Sony DCR-TRV950 camcorders to Gronvold for a total of Two Thousand Three Hundred and Five Dollars (\$2,305.00), which Gronvold paid.

211. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the camcorders to Gronvold within a reasonable period of time.

212. The Defendant has yet to either provide a refund, or ship the camcorders to Gronvold.

**Allegations regarding Rosalind Beasley.**

213. On or about August 17, 2003, the Defendant entered into a contract via the Internet with Rosalind Beasley ("Beasley") of San Diego, California, wherein the Defendant represented that she would sell a Canon XL1S camcorder to Beasley for a total of Two Thousand Five Hundred and Forty Dollars (\$2,540.00), which Beasley paid.

214. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the camcorder to Beasley within a reasonable period of time.

215. The Defendant has yet to either provide a refund, or ship the camcorder to Beasley.

**Allegations regarding Helen Boyce.**

216. Beginning on or about August 17, 2003, the Defendant entered into a contract via the Internet with Helen Boyce ("Boyce") of Hamlin, New York, wherein the Defendant

represented that she would sell a Toshiba Protégé 3505 Tablet PC computer to Boyce for One Thousand Five Hundred and Ninety Dollars (\$1,590.00), which Boyce paid.

217. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the computer to Boyce within a reasonable period of time.

218. The Defendant has yet to either provide a refund, or ship the computer to Boyce.

**Allegations regarding Michael Friedman.**

219. On or about August 17, 2003, the Defendant entered into a contract via the Internet with Michael Friedman ("Friedman") of Round Rock, Texas, wherein the Defendant represented that she would sell two (2) Sony camcorders to Friedman for a total of Three Thousand Seven Hundred and Five Dollars (\$3,705.00), which Friedman paid.

220. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the camcorders to Friedman within a reasonable period of time.

221. The Defendant has yet to either provide a refund, or ship the camcorders to Friedman.

**Allegations regarding James Malia**

222. On or about August 17 2003, the Defendant entered into a contract via the Internet with James Malia ("Malia") of Owego, New York, wherein the Defendant represented that she would sell a Sony DCR-TRV950 camcorder to Smith for One Thousand One Hundred and Fifteen Dollars (\$1,115.00), which Malia paid.

223. On or about August 21, 2003, the Defendant E-mailed Mr. Malia in response to his inquiry regarding the arrival time of the camcorder and stated, "The only estimate I have now is you will receive 4-6 weeks from the auction end date."

224. On or about September 23, 2003, the Defendant E-mailed Mr. Malia in response to another inquiry regarding the arrival time of the camcorder and stated, "My estimate is within 2.5 weeks."

225. The Defendant has yet to either provide a refund, or ship the camcorder to Malia.

**Allegations regarding Joel Ruggiero**

226. On or about August 17 2003, the Defendant entered into a contract via the Internet with Joel Ruggiero ("Ruggiero") of Clarence Center, New York, wherein the Defendant represented that she would sell a Sony DCR-VX200 camcorder to Ruggiero for One Thousand Nine Hundred and Fifteen Dollars (\$1,915.00), which Ruggiero paid.

227. The Defendant represented at the time of sale that she would ship the camcorder to Ruggiero within four to six weeks.

228. In response to a complaint filed by Mr. Ruggiero, eBay provided a refund totaling One Hundred and Seventy-Five Dollars (\$175.00).

229. The Defendant has yet to either provide a refund of the remaining balance, or ship the camcorder to Ruggiero.

**Allegations regarding Marcie Adler.**

230. On or about August 18, 2003, the Defendant entered into a contract via the Internet with Marcie Adler ("Adler") of Rockport, Maine, wherein the Defendant represented that she would sell a Canon XL1S camcorder to Adler for a total of Two Thousand Five Hundred and Forty Dollars (\$2,540.00), which Adler paid.

231. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the camcorder to Adler within a reasonable period of time.

232. The Defendant has yet to either provide a refund, or ship the camcorder to Adler.

**Allegations regarding Richard Buxenbaum.**

233. On or about August 24, 2003, the Defendant entered into a contract via the Internet with Richard Buxenbaum ("Buxenbaum") of New York, New York, wherein the Defendant represented that she would sell a Sony DCR-TRV950 camcorder to Buxenbaum for One Thousand One Hundred and Forty Dollars (\$1,140.00), which Buxenbaum paid.

234. The Defendant represented at the time of sale that she would ship the camcorder to Buxenbaum within four to six weeks.

235. The Defendant has yet to either provide a refund, or ship the camcorder to Buxenbaum.

**Allegations regarding David Huie.**

236. On or about August 24, 2003, the Defendant entered into a contract via the Internet with David Huie ("Huie") of San Ramon, California, wherein the Defendant represented that she would sell a Sony DCR-TRV950 camcorder to Huie for One Thousand One Hundred and Fifteen Dollars (\$1,115.00), which Huie paid.

237. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the camcorder to Huie within a reasonable period of time.

238. The Defendant has yet to either provide a refund, or ship the camcorder to Huie.



**Allegations regarding Nikola Gjonaj.**

239. On or about August 28, 2003, the Defendant entered into a contract via the Internet with Nikola Gjonaj ("Gjonaj") of Clinton Township, Michigan, wherein the Defendant represented that she would sell a Panasonic AG-DVX100 camera to Gjonaj for Two Thousand Eight Hundred and Forty Dollars (\$2,840.00), which Gjonaj paid.

240. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the camera to Gjonaj within a reasonable period of time.

241. The Defendant has yet to either provide a refund, or ship the camera to Gjonaj.

**Allegations regarding Michael Krapes.**

242. On or about August 28, 2003, the Defendant entered into a contract via the Internet with Michael Krapes ("Krapes") of Riverside, California, wherein the Defendant represented that she would sell a Panasonic AG-DVX100 camera to Krapes for Two Thousand Eight Hundred and Forty Dollars (\$2,840.00), which Krapes paid.

243. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the camera to Krapes within a reasonable period of time.

244. The Defendant has yet to either provide a refund, or ship the camera to Krapes.

**Allegations regarding Cheol Joo.**

245. On or about August 30, 2003, the Defendant entered into a contract via the Internet with Cheol Joo ("Joo") of Urbana, Illinois, wherein the Defendant represented that she would sell a Sony PCG-GRT1002A VAIO laptop computer to Joo for One Thousand Three Hundred and Forty Dollars (\$1,340.00), which Joo paid.

246. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the computer to Joo within a reasonable period of time.

247. The Defendant has yet to either provide a refund, or ship the computer to Joo.

**Allegations regarding Christopher Nichols.**

248. On or about September 3, 2003, the Defendant entered into a contract via the Internet with Christopher Nichols (“Nichols”) of Arlington, West Virginia, wherein the Defendant represented that she would sell a Toshiba 1955-S803 Satellite Notebook computer to Nichols for One Thousand Four Hundred and Forty Dollars (\$1,440.00), which Nichols paid.

249. The Defendant represented at the time of sale that she would ship the computer to Nichols within four to six weeks.

250. The Defendant has yet to either provide a refund, or ship the computer to Nichols.

**Allegations regarding Kimberly Frend.**

251. On or about September 5, 2003, the Defendant entered into a contract via the Internet with Kimberly Frend (“Frend”) of Laurel, Maryland, wherein the Defendant represented that she would sell a white wicker heart-shaped wedding picnic basket to Frend for Seventy-Five Dollars and Ninety-Nine Cents (\$75.99), which Frend paid.

252. The Defendant is presumed to have represented at the time of sale that she would ship the basket to Frend within a reasonable period of time.

253. The Defendant has yet to either provide a refund, or ship the basket to Frend.

**Allegations regarding Jim Hughes.**

254. On or about September 7, 2003, the Defendant entered into a contract via the Internet with Jim Hughes (“Hughes”) of Lehi, Utah, wherein the Defendant represented that she

would sell a Panasonic AG-DVX100 camera to Hughes for Two Thousand Eight Hundred and Forty Dollars (\$2,840.00), which Hughes paid.

255. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the camera to Hughes within a reasonable period of time.

256. The Defendant has yet to either provide a refund, or ship the camera to Hughes.

**Allegations regarding Pete Vasquez.**

257. Beginning on or about September 14, 2003, the Defendant entered into three (3) separate contracts via the Internet with Pete Vasquez ("Vasquez") of Lincoln, California, wherein the Defendant represented that she would sell a total of three (3) Sony PCG-Z1RA VAIO laptop computers to Vasquez for a total payment of Five Thousand Six Hundred and Seventy Dollars (\$5,670.00), which Vasquez paid.

258. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the computers to Vasquez within a reasonable period of time.

259. The Defendant has yet to either provide a refund, or ship the computers to Vasquez.

**Allegations regarding Joseph Umbertino.**

260. On or about September 18, 2003, the Defendant entered into a contract via the Internet with Joseph Umbertino ("Umbertino") of Mesa, Arizona, wherein the Defendant represented that she would sell a Sony DCR-TRV950 camcorder to Umbertino for One Thousand One Hundred and Forty Dollars (\$1,140.00), which Umbertino paid.

261. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the camcorder to Umbertino within a reasonable period of time.

262. The Defendant has yet to either provide a refund, or ship the camcorder to Umbertino.

**Allegations regarding Hisham Almohammadi.**

263. On or about September 10, 2003, the Defendant entered into a contract via the Internet with Hisham Almohammadi ("Almohammadi") of Baton Rouge, Louisiana, wherein the Defendant represented that she would sell a Toshiba 5205-S705 Satellite Notebook computer to Almohammadi for One Thousand Nine Hundred and Forty Dollars (\$1,940.00), which Almohammadi paid.

264. The Defendant represented at the time of sale that she would ship the computer to Almohammadi within four to six weeks.

265. The Defendant has yet to either provide a refund, or ship the computer to Almohammadi.

**Allegations regarding Joseph Buffi.**

266. On or about September 11, 2003, the Defendant entered into a contract via the Internet with Joseph Buffi ("Buffi") of Bethlehem, Pennsylvania, wherein the Defendant represented that she would sell a Toshiba 5205-S705 Satellite Notebook computer to Buffi for One Thousand Nine Hundred and Forty Dollars (\$1,940.00), which Buffi paid.

267. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the computer to Buffi within a reasonable period of time.

268. The Defendant has yet to either provide a refund, or ship the computer to Buffi.

**Allegations regarding Jeffrey Collins.**

269. On or about September 17, 2003, the Defendant entered into a contract via the Internet with Jeffrey Collins ("Collins") of Chula Vista, California, wherein the Defendant represented that she would sell a Portofino tapestry to Collins for One Hundred and Forty-Seven Dollars (\$147.00), which Collins paid.

270. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the tapestry to Collins within a reasonable period of time.

271. The Defendant has yet to either provide a refund, or ship the tapestry to Collins.

**COUNT I-VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT**

272. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 271 above.

273. The transactions referred to in paragraphs 4, 7, 10, 16, 22, 27, 36, 39, 45, 51, 54, 62, 65, 68, 71, 75, 78, 84, 90, 96, 99, 102, 105, 111, 114, 118, 121, 124, 129, 133, 135, 139, 142, 145, 148, 151, 154, 157, 160, 163, 166, 169, 172, 175, 178, 181, 184, 187, 191, 194, 197, 200, 203, 206, 210, 213, 216, 219, 222, 226, 230, 233, 236, 239, 242, 245, 248, 251, 254, 257, 260, 263, 266, and 269, are "consumer transactions" as defined by Ind. Code § 24-5-0.5-2(a)(1).

274. The Defendant is a "supplier" as defined by Ind. Code § 24-5-0.5-2(a)(3).

275. The Defendant's representations to consumers that she would sell consumers electronics and other items, when the Defendant knew or reasonably should have known that the consumers would not receive the items, as referenced in paragraphs 4, 7, 10, 16, 22, 27, 36, 39, 45, 51, 54, 62, 65, 68, 71, 75, 78, 84, 90, 96, 99, 102, 105, 111, 114, 118, 121, 124, 129, 133,

135, 139, 142, 145, 148, 151, 154, 157, 160, 163, 166, 169, 172, 175, 178, 181, 184, 187, 191, 194, 197, 200, 203, 206, 210, 213, 216, 219, 222, 226, 230, 233, 236, 239, 242, 245, 248, 251, 254, 257, 260, 263, 266, and 269, are violations of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(1).

276. The Defendant's representations to consumers that the consumers could cancel their consumer transactions and receive refunds, as referenced in paragraphs 10, 19, 20, 24, 25, 33, 34, 43, 48, 49, 57, 80, 81, 82, 116, 126, 127, 137, 189, and 208, constitute violations of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(4).

277. The Defendant's representations to consumers that the Defendant would deliver the items, or otherwise complete the subject matter of the consumer transaction within a reasonable period of time, when the Defendant knew or reasonably should have known that she would not, as referenced in paragraphs 5, 8, 9, 10, 13, 14, 17, 18, 19, 20, 23, 24, 25, 28, 29, 30, 31, 32, 33, 34, 36, 37, 40, 41, 42, 43, 46, 47, 48, 49, 52, 55, 56, 57, 60, 63, 66, 69, 72, 73, 76, 79, 80, 81, 82, 85, 88, 91, 94, 97, 100, 103, 106, 109, 112, 115, 116, 119, 122, 125, 126, 127, 133, 136, 137, 140, 143, 146, 149, 152, 155, 158, 161, 164, 167, 170, 173, 176, 179, 182, 185, 188, 189, 192, 195, 198, 201, 204, 207, 208, 211, 214, 217, 220, 223, 224, 227, 228, 231, 234, 237, 240, 243, 246, 249, 252, 255, 258, 261, 264, 267, and 270 are violations of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(10).

278. The Defendant's representations to consumers that the consumers would be able to purchase the items advertised by the Defendant, when the Defendant did not intend to sell those items, as referenced in paragraphs 4, 7, 10, 16, 22, 27, 36, 39, 45, 51, 54, 62, 65, 68, 71, 75, 78, 84, 90, 96, 99, 102, 105, 111, 114, 118, 121, 124, 129, 133, 135, 139, 142, 145, 148, 151, 154, 157, 160, 163, 166, 169, 172, 175, 178, 181, 184, 187, 191, 194, 197, 200, 203, 206, 210,

213, 216, 219, 222, 226, 230, 233, 236, 239, 242, 245, 248, 251, 254, 257, 260, 263, 266, and 269, are violations of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(11).

**COUNT II- KNOWING AND INTENTIONAL VIOLATIONS OF  
THE DECEPTIVE CONSUMER SALES ACT**

279. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1-278 above.

280. The misrepresentations and deceptive acts set forth in paragraphs 4, 5, 7, 8, 9, 10, 13, 14, 16, 17, 18, 19, 20, 22, 23, 24, 25, 27, 28, 29, 30, 31, 32, 33, 34, 36, 37, 39, 40, 41, 42, 43, 45, 46, 47, 48, 49, 51, 52, 54, 55, 56, 57, 60, 62, 63, 65, 66, 68, 69, 71, 72, 73, 75, 76, 78, 79, 80, 81, 82, 84, 85, 88, 90, 91, 94, 96, 97, 99, 100, 102, 103, 105, 106, 109, 111, 112, 114, 115, 116, 118, 119, 121, 122, 124, 125, 126, 127, 129, 133, 135, 136, 137, 139, 140, 142, 143, 145, 146, 148, 149, 151, 152, 154, 155, 157, 158, 160, 161, 163, 164, 166, 167, 169, 170, 172, 173, 175, 176, 178, 179, 181, 182, 184, 185, 187, 188, 189, 191, 192, 194, 195, 197, 198, 200, 201, 203, 204, 206, 207, 208, 210, 211, 213, 214, 216, 217, 219, 220, 222, 223, 224, 226, 227, 228, 230, 231, 233, 234, 236, 237, 239, 240, 242, 243, 245, 246, 248, 249, 251, 252, 254, 255, 257, 258, 260, 261, 263, 264, 266, 267, 269, and 270 were committed by the Defendant with knowledge and intent to deceive.

**RELIEF**

WHEREFORE, the Plaintiff, State of Indiana, requests the Court enter judgment against the Defendant, Nikki L. Brindle, for a permanent injunction pursuant to Ind. Code §24-5-0.5-4(c)(1), enjoining the Defendant from the following:

a. representing expressly or by implication that the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have which the Defendant knows or reasonably should know it does not have;

b. representing expressly or by implication that the subject of a consumer transaction will be supplied to the public in greater quantity than the supplier intends or reasonably expects;

c. representing expressly or by implication that the Defendant is able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Defendant knows or reasonably should know that it can not; and

d. representing expressly or by implication that a consumer will be able to purchase the subject of a consumer transaction as advertised by the Defendant, if the Defendant does not intend to sell it.

AND WHEREFORE, the Plaintiff, State of Indiana, further requests the Court enter judgment against the Defendant for the following relief:

a. cancellation of the Defendant's unlawful contracts with consumers, including but not limited to the persons identified in paragraphs 4, 7, 10, 16, 22, 27, 36, 39, 45, 51, 54, 62, 65, 68, 71, 75, 78, 84, 90, 96, 99, 102, 105, 111, 114, 118, 121, 124, 129, 133, 135, 139, 142, 145, 148, 151, 154, 157, 160, 163, 166, 169, 172, 175, 178, 181, 184, 187, 191, 194, 197, 200, 203, 206, 210, 213, 216, 219, 222, 226, 230, 233, 236, 239, 242, 245, 248, 251, 254, 257, 260, 263, 266, and 269, pursuant to Ind. Code §24-5-0.5-4(d);

b. consumer restitution pursuant to Ind. Code §24-5-0.5-4(c)(2), for reimbursement of all unlawfully obtained funds remitted by consumers for the purchase of the Defendant's items via the Internet, including but not limited to, the persons identified in paragraphs 4, 7, 10, 16, 22, 27, 36, 39, 45, 51, 54, 62, 65, 68, 71, 75, 78, 84, 90, 96, 99, 102, 105, 111, 114, 118, 121, 124, 129, 133, 135, 139, 142, 145, 148, 151, 154, 157, 160, 163, 166, 169, 172, 175, 178, 181, 184, 187, 191, 194, 197, 200, 203, 206, 210, 213, 216, 219, 222, 226, 230, 233, 236, 239, 242, 245, 248, 251, 254, 257, 260, 263, 266, and 269, in an amount to be determined at trial;



c. costs pursuant to Ind. Code §24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;

d. on Count II of the Plaintiff's complaint, civil penalties pursuant to Ind. Code §24-5-0.5-4(g) for the Defendant's knowing violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation, payable to the State of Indiana;

e. on Count II of the Plaintiff's complaint, civil penalties pursuant to Ind. Code §24-5-0.5-8 for the Defendant's intentional violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation, payable to the State of Indiana; and

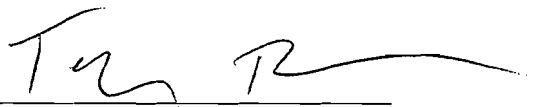
f. all other just and proper relief.

I affirm, under the penalties of perjury, that the foregoing representations are true.

Respectfully submitted,

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